

## THE MEANS FOR IMPROVEMENTS.

I HAVE long thought the principle on which all improvements made in this metropolis, on a large scale, are conducted in a manner very injurious to the country: a great and lasting benefit would soon be felt, were the system altered to a more just and comprehensive mode. At present if a large improvement is required, an Act of Parliament is to be obtained, money raised by Government, or advanced by them, or by corporations, raised from the taxes on the people; and the land and property to large amounts become the freehold of Government or the corporations. The matter is generally only half, or badly done, and great delays (see Farringdon-street, for instance) occur. I would recommend a more satisfactory principle. The plan is simply a standing Government Commission, to be called the "General Improvement Commission," consisting of architects and men of taste and judgment. All such works to be first submitted to them, and if the case is made out and approved, to apply for the sanction of Parliament as a matter of course. Power to be given to raise the necessary funds, in all cases only on terminable annuity, for sixty, eighty, or ninety years, as may be advisable, say at 4 per cent. or at marketable terms, making them equal to long leasehold ground rents, which find ready purchasers. Every amount required to be for the same term of years when borrowed, that the annuities will expire annually, according to the time borrowed. The improvements in all cases to be on a comprehensive scale, and carried out with rapidity; and when the ground is covered, the street formed, and the ground let, the ground rent to be sold by public auction, as freehold; or the ground sold by auction, for building, as freehold. The produce to be used either in further improvements, or, if required, to reduce the call on the country. The tenure of leasehold in London is very objectionable, and, I may say, almost unjust. All erections should, by law, be renewable on fair and just terms. Nearly all London is the freehold of a few landholders, Government at the head. H. K.

## NEW MUSIC HALL AT BOSTON, U.S.

A WRITER in the New York *Literary World* gives an account of a new Music Hall in Boston, just now completed. It is of brick, and the exterior presents nothing noticeable but its size. Entering the door, there is nothing in the way of the entrance to the hall: the vestibule is very small, and in the space of a few feet you can get into this music-room. This absence of a fine entrance-room, however, is more than atoned for by a long gallery, which shoots immediately from the vestibule along and outside the whole of both sides of the room, and which, in allowing from it an ingress and egress through some seven doors on either side, secures a comfortable, quiet movement in the crowd. Up stairs there are two similar galleries, with the same complement of doors, only the galleries are larger and higher, and may be used for the promenade.

The music-room is on the main floor, even with the ground. The proportions of it are very pleasing to the eye, although the ceiling seems high at the first look. The dimensions are—130 feet long, 78 feet wide, and 65 feet high. Two galleries, on three sides of the room, break the height at proper distances. There are windows only at the top of the side-walls, admitting the fullest light for day performances; and to assist the ventilation of a room to contain so many people, there is but a single row of gas-jets running round the whole room for light at night. These jets are in front of the windows, and just under nineteen ventilators, each five and a half feet square. The ceiling is flat, rounding in as it meets the walls, and its only ornament is a series of diamond-shaped panels of a blue or sky grey colour, framed by a heavy beading of a white and neutral tint with a gold fillet. The side-walls are slightly panelled, with a delicate use of gold, and coloured with several tints, such as flesh, citron, &c. Several flat pillars are introduced as a relief: these are white, and

their capitals are tipped with gold and shaded with the blue of the ceiling. The side-walls below the galleries are panelled and coloured in the same manner; and the fronts of the galleries are also plainly panelled and tinted, and then are rimmed with crimson velvet. The stage is large and roomy, and built so that a choir may be seated when not singing, as is usual; and there is an organ covered up to a recess in the wall behind. The galleries at the side are supported from the walls, having no columns; but the gallery at the end of the room, opposite the stage, rests on several. There are only two rows of seats in each side gallery; but the one at the end has five rows, the last rising to a slight elevation. There are seats for 2,700. The furniture is of a plain black walnut throughout, with the trimming and upholstery in keeping. The seats are removable, as in Tripler Hall. Each sofa seats four or five; an oval back in a frame signifying the space each sifter is to have. The colour of the cloth covering of the sofas, is a blue or neutral green, with figures of a very light bronze. Even to these, every detail whatsoever has been carried out under the direction of the architect.

The colouring of the whole is a composition of neutral tints, which produces a tone of finished and harmonious repose. Considering that a large and perfect house was wanted, and that the means were limited, the execution reflects the credit of genius on Mr. Snell, the architect, and Mr. Morse, his assistant, and designer of the decorations, and a reputation on his conferees in the work.

The expenditure will be perhaps 150,000 dol., which is owned in shares.

## MATERIALS FOUND IN EXCAVATING.

## CUSTOMS OF TRADE.

*Stewart v. Hiscor.*—This was an action to recover 8l. 10s. the value of certain materials found in excavating by the defendant, who pleaded the general issue.

It appeared that the plaintiff, who is an excavator, had contracted with the defendant to excavate certain ground for building at Greenwich, and that in doing so he found the materials in question. The plaintiff alleged that, under that contract, according to the custom of the trade, he was entitled to all the earth or other commodities, such as old bricks and similar materials, which he excavated, but which the defendant would not allow him to remove. The case for the defendant was that no such custom existed, and much contradictory evidence was given upon the subject.

Lord Campbell remarked that, if the plaintiff's case were correct, if he hit upon another California, he would be entitled to all the gold, so that he did not interfere with the prerogative of the Crown.

The jury were of opinion the custom had not been proved, and gave a verdict for the defendant.

## HOUSE-AGENTS' CHARGES.

## COX v. BLAKE.

THIS was an action brought in the Clerkenwell County Court to recover the sum of 32l. for house agency, including a sum of 4l. 4s. for taking inventory of fixtures, &c.

The case, which appeared to excite considerable interest, occupied a long time, but the short facts are as follow:—The plaintiff, who carries on business in Bond-street, was employed by the defendant to let a villa residence at St. John's-wood, and in September 1851, received in answer to an advertisement an application from Miss Johnson, with whom he entered into negotiation, but which negotiation was broken off and the house was ultimately let to a Captain Johnson, plaintiff receiving his commission. In 1852, Miss Johnson, who happened to be passing the house usually, ascertained from one of the servants that Captain Johnson was about to remove, and she accordingly applied to Mr. Blake, the landlord and present defendant, who accepted her as a tenant, letting her the house furnished at a rental of 165l. a year. There was no outward indication that the house was to let, and the information was obtained entirely through the servant. No application whatever was made to the plaintiff on the second occasion. Mr. Cox, it appeared, was employed to take an inventory on Captain Johnson giving up possession, but the payment for this was objected to on the ground that it was wholly incorrect.

Mr. Lewis, of Boswell-court, submitted that the way to test the question was this:—Had Mr. Blake derived any advantage from Miss Johnson's tenancy?

If he had, the plaintiff was entitled to his commission whether he had been trouble or no. Miss Johnson could not have known either Captain Johnson or Mr. Blake except through the plaintiff, who introduced her in the first instance. It was, therefore, through his exertions that Miss Johnson became the tenant, and for which services he was entitled to the usual commission.

Mr. Cross, the barrister, contended, on the part of the defendant, that Mr. Cox had no substantial or bona fide claim. He had done nothing whatever in letting the house to Miss Johnson. An agency could not go on indefinitely; there must be some limit to it; and Mr. Cox having been once paid for his services, he could not saddle the defendant with commission over again.

His Honour was of opinion that there was no evidence of any negotiation after the house was let to Captain Johnson, and that the commission was not earned a second time. The letting to Miss Johnson was a pure accident, and with which the plaintiff had no trouble. He thought him, however, entitled to something for the inventory, and would therefore award him 2l. 2s.

## LANDLORD AND TENANT.

*Pond v. Bean.*—This was an action brought in the Clerkenwell County Court, for the use and occupation of premises situate in Sharp's-alley, Cowcross, leased to the plaintiff by Mr. Harmer (late alderman). The demand was for a quarter's rent, from Midsummer to Michaelmas last. The present occupant, who had been the tenant of Mr. Harmer between two and three years, had never received notice from that gentleman or his agent to quit, nor had he ever acknowledged the title of the plaintiff as landlord.

Mr. Lewis, of Ely-place, contended that Alderman Harmer was the party who ought to have brought the action, the lease being antedated, and the plaintiff himself not being a tenant of Mr. Harmer at the period from which the rent was now sought to be recovered.

It having been proved that a tenancy from year to year was granted to the defendant by Mr. Harmer,

His Honour held that the plaintiff could not recover, nor had he (his Honour) power to give him possession. The defendant had not assented to become the plaintiff's tenant, and he had a right to say, "I do not like you as a landlord; and I shall continue Mr. Alderman Harmer's tenant until he gives me legal notice to quit." The tenancy had never been determined, and Mr. Harmer had assumed to grant a lease to the plaintiff for twenty-one years, which he could not do without giving the party in possession six months' notice. The plaintiff had never had a tenancy under this lease, nor could he have possession so long as the original tenancy existed. The original tenancy was in existence when the lease was granted, and a new tenancy could not be created until the former tenancy was dissolved. The judgment must therefore be for the defendant.

## Notices of Books.

*Literary Essays and Characters, selected from "The Introduction to the Literature of Europe."* By HENRY HALLAM. London: Murray. 1852.

THE writings of Mr. Hallam will be made known by this selection from his work on "The Literature of Europe," to many who are at present personally unacquainted with them, and will, we hope, lead them to his books in their perfect form. The learning, impartiality, and critical acumen of Mr. Hallam, have placed him in the first rank of English authors, and we have in this agreeable selection evidence of his command over the lighter graces of literature. As an example of the writer's style in descriptive writing, take the following sketch of

## FLORENCE.

given when speaking of the residence of Lorenzo de Medici:—

"Florence lay beneath them,—not with all the magnificence that the later Medici have given her, but, thanks to the piety of former times, presenting almost as varied an outline to the sky. One man, the wonder of Cosmo's age, Brunelleschi, had crowned the beautiful city with the vast dome of its cathedral—a structure unthought of in Italy before, and rarely since surpassed. It seemed, amidst clustering towers of inferior churches, an emblem of the Catholic hierarchy under its supreme head; like Rome itself,—imposing, unbroken, unchangeable. Round this were numbered, at unequal